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West Irondequoit Central School
District And Irondequoit Maintenance
Emp Organ

4617 ♦ (716) 342-5500

SD
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AGREEMENT

Between

West Irondequoit Central School District

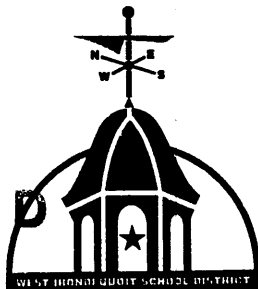
And

**West Irondequoit Maintenance Employees'
Organization**

July 1999 – June 2004

RECEIVED

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**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

**PEAK
PERFORMANCE**

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

AGREEMENT

BETWEEN

WEST IRONDEQUOIT CENTRAL SCHOOL DISTRICT

AND

**WEST IRONDEQUOIT MAINTENANCE EMPLOYEES'
ORGANIZATION**

JULY 1999 - JUNE 2004



IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

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**AGREEMENT BETWEEN THE WEST IRONDEQUOIT CENTRAL
SCHOOL DISTRICT**

AND

**THE WEST IRONDEQUOIT MAINTENANCE EMPLOYEES'
ORGANIZATION**

PREAMBLE

In order to effectuate the provisions of Chapter 392 of the Laws of 1967 (The Public Employees Fair Employment Act), to encourage effective and harmonious relationships between the West Irondequoit Central School District and the maintenance unit members of that School District, represented by the West Irondequoit Maintenance Employees' Organization, this Agreement is made and entered into on the 1st of July, 1999 and between the School District and the Organization.

Any part of this Agreement which is contrary to law will not void this total Agreement but only that section which is contrary to law.

ARTICLE I

RECOGNITION

Section 1 - Titles

The school district recognizes the Organization pursuant to the Public Employees Fair Employment Act as the exclusive negotiating representative for all regular unit members in the following Civil Service titles:

Custodial Assistant, Maintenance Mechanic I, Maintenance Mechanic II, Maintenance Mechanic III, Cleaner, Grounds Equipment Operator, Head Grounds Equipment Operator, Laborer, Custodian, and Security Worker. These members may carry the following local titles: Evening Cleaner, Groundsman, Float Cleaner, Head Groundsman, Night Cleaner, and Courier/Guard.

Section 2 - Reference to Maintenance Personnel

Unless otherwise indicated, members in this unit will hereafter be referred to as "maintenance personnel".

ARTICLE II

VACATIONS FOR TWELVE-MONTH UNIT MEMBERS

Section 1 - Allowance

All 12-month unit members who have completed one year of service shall receive ten (10) days vacation with pay. For each year of service completed, thereafter each 12-month member shall receive one (1) additional day of vacation with pay, not to exceed twenty (20) days vacation with pay after completion of 11 years of service.

Section 2 - Anniversary Date

The eligibility of members for the above vacation provisions shall be determined by computing the years of employment from the anniversary date or adjusted anniversary date of the commencement of employment.

Section 3 - Scheduling Vacation

Vacation shall be taken at a time when such vacation does not impose hardship on the District. The unit member will provide the Director of Environmental Services with his/her vacation request for the summer months (that time when school is not in regular session) by the first Friday in the previous June. Requests for vacations during the regular school year must be made to the Director at least ten (10) work days before the anticipated vacation. Each request is subject to review by the Director. Within five (5) days of the receipt of the request the employee will be notified of the status of the request. Any changes in the vacation schedule after submission will be worked out between the supervisor and the member. In the event the District requires a member to cancel a scheduled and approved vacation and the member has paid money for reservations and is unable to redeem such deposits or payments, the District will make the member whole for any non-refunded money. The member shall attempt to obtain the refund before making a claim to the District. All such claims must be substantiated by written documentation from the resort, airline, camp, etc.

ARTICLE III

LEAVE WITHOUT PAY

Section 1 - Board Authority

The Board may grant leave without pay at its discretion at any time during the year, and such will not be limited to summer months.

ARTICLE IV

SALARY

Section 1 - Increases

July 1, 1999 - Unit members employed as of June 30, 1999, will receive an increase of 3.3% over his/her 1998-99 base hourly rate for the period of July 1, 1999 through June 30, 2000.

July 1, 2000 - Each unit member will receive an increase of 3.5% over his/her 1999-2000 base hourly rate for the period of July 1, 2000 through June 30, 2001.

July 1, 2001 - Each unit member will receive an increase of 3.5% over his/her 2000-01 hourly rate for the period of July 1, 2001 through June 30, 2002.

July 1, 2002 - Each unit member will receive an increase of 3.5% over his/her 2001-02 hourly rate for the period of July 1, 2002 through June 30, 2003.

July 1, 2003 - Each unit member will receive an increase of 3.5% over his/her 2002-03 hourly rate for the period of July 1, 2003 through June 30, 2004.

Section 2 - Coordinating Stipends

Stipends for the district maintenance coordinator, and the central campus coordinator; an amount equal to five percent (5%) of base salary. The stipend will not be included when calculating overtime rate of pay or extra time rate of pay.

Section 3 - Merit Adjustment

The Director of Environmental Services and/or building principals may recommend to the Assistant Superintendent for Business/Personnel a merit raise for any unit member after 6 months of employment and during each annual performance appraisal, effective each July 1, thereafter, to the maximum of the member's scale. Merit adjustment recommendations shall be based on the Performance Appraisal process. Merit adjustment recommendations shall not be made until all performance appraisals are complete. The Assistant Superintendent for Business/Personnel shall not determine merit adjustments until he/she has reviewed all performance appraisals.

Section 4 - Performance Appraisal

- A. The Performance Appraisal Form shall guide the performance appraisal process and is considered a joint document and will not be altered except by mutual consent. Performance appraisals shall be completed by February 1 each year. Building leaders will rate the performance of unit members assigned to a specific building. The Director of Environmental Services shall make no changes or additional comments on these appraisals. The Director of Environmental Services will evaluate centrally assigned members.

- B. The unit member shall have the right to respond to his/her performance appraisal and this response shall become a permanent part of the appraisal.

Section 5 - Personnel Folder

The maintenance of unit member folders shall be the responsibility of the Assistant Superintendent for Business/Personnel.

Before a document reflecting adversely on a unit member's performance is added to his/her folder, he/she shall be provided a copy. The member has the right to respond to the document and said response shall become a part of the original document.

Upon written request to the Assistant Superintendent for Business/Personnel, the member shall be provided the opportunity to review with the Assistant Superintendent for Business/Personnel materials in his/her personnel folder. One copy of each item specified by the member shall be provided upon the member's request, except for those items, which cannot be legally duplicated.

ARTICLE V

TRAINING

Section 1 - Development of Courses

The Board of Education will support the development of appropriate on-the-job training and inservice courses as recommended by the Assistant Superintendent for Business/Personnel, Director of Environmental Services, and representatives of the West Irondequoit Maintenance Employees' Organization.

Section 2 - Adult Education Courses

Subject to the approval of the Assistant Superintendent for Business/Personnel, maintenance personnel may audit Adult Education courses at Irondequoit High School at no charge. Permission to audit such courses is intended to expand the on-the-job skills of maintenance personnel.

ARTICLE VI

WORK HOURS AND OVERTIME

Section 1 - Forty (40) Hour Work Week

All unit members who are employed on a 12-month basis as forty (40) hour per week employees, and members hired as forty (40) hour per week, 12-month employees shall not have their hours reduced. For payroll purposes only, the work week shall begin at 12:01 AM each Monday and end at 12:00 midnight Sunday.

Section 2 - Shift Differential

Unit members starting work after 3:00 p.m. (night shift) shall be granted an incentive pay of 65 cents per hour over their regular hourly salary rates. Unit members working a split shift, where the majority of their hours are after 3:00 pm, will be paid the shift differential for those hours after 3:00 pm. Any member who begins his/her work after 10:00 p.m. and works the majority of his/her work hours between 10:00 p.m. and 7:00 a.m. (third shift) shall be paid an extra 85 cents per hour over the member's regular hourly salary. This shift differential incentive shall be in effect only for the period of night shift and/or third shift work and shall be dropped during the summers and other changes to day work.

Section 3 - Regular Work Day

The number of hours per day for which maintenance personnel are paid for their regular work schedule shall not exceed eight (8) and shall in no case include payment for the lunch period.

Section 4 - Overtime (Excluding Snow Removal)

All unit members, including cleaners, will be offered the opportunity for overtime work when needed by the Director of Environmental Services. Overtime work shall be equalized among members to the extent possible. Records of overtime worked, or compensatory time, shall be maintained by the Office of the Director of Environmental Services. Changes to the overtime record keeping system shall be through mutual consent and be made available to the Organization upon request.

Section 5 - Ten-Month Employees

- A. Schedule - Work days for persons employed on a ten (10)-month basis shall be only those days on which school is in session.
- B. Summer Work - Unit members employed on a ten (10)-month basis will be provided the opportunity to work during the summer vacation period at a salary determined by the district, but in no case less than \$6.00 per hour. Ten (10)-month members who work during the vacation period will not be entitled to benefits reserved for twelve (12)-month members, nor will they accrue service credit or seniority. Eligible ten-month employees will receive written notice from the Director of Environmental Services by April 1 each year advising them of summer work opportunities and application procedures. Nothing in this section shall guarantee ten-month members summer employment.

Section 6 - Call In Pay

A minimum of three (3) hours pay will be due to any unit member who is called back to work after leaving the worksite or called in to work on a non-scheduled work day. Employees must be called back to the site after their regular job has ended. The

three (3) hour minimum does not apply if the three hours coincide with the employee's regular shift. This work is emergency in nature, not scheduled.

Section 7 - Compensatory Time

The District and the Organization agree that unit members may request compensatory time in lieu of paid overtime.

A 12 month unit member may accrue no more than eighty (80) hours per fiscal year, a 10 month full-time unit member may accrue no more than forty (40) hours per school year, and a 10 month part-time unit member may accrue no more than twenty (20) hours per school year, already adjusted at the rate of 1.5 hours per overtime hour worked.

A unit member must request to use accrued compensatory time with two (2) work days notice (except in an emergency). This request must be directed to the Director of Environmental Services. Unit members must be permitted to use compensatory time within a reasonable period following the request. Time will be approved unless it imposes an undue hardship on the building or district.

Every June 30th, or upon termination of employment, unused compensatory time must be paid at a rate not less than the unit member's current hourly rate.

Section 8 - Snow Removal

As part of their normal responsibilities, cleaners and custodial assistants shall be responsible for sweeping or scraping snow away from building entryways and spreading ice-melting chemicals. As weather conditions dictate, cleaners and custodial assistants may also be required to sweep or scrape the sidewalk from the entryway a distance of ten (10) feet. All unit members shall receive an annual orientation as to what the snow removal responsibilities are at each facility.

Section 9 - Snow Removal Overtime

Any qualified unit member volunteering to perform snow removal work on an overtime basis shall advise the Director of Environmental Services to that effect prior to October 1 of each school year. The Director of Environmental Services shall compile a list of said qualified volunteers in seniority order. Snow removal work shall be rotated among members on the list in order to equalize overtime opportunities to the maximum extent possible. The record for snow removal overtime offered and worked shall be kept up-to-date and posted for inspection.

The Director of Environmental Services shall be responsible to provide training opportunities for members on the snow removal list in the proper use of snow removal equipment.

Nothing in this contract shall preclude the District from subcontracting snow removal work in the event of an emergency as determined by the Director of Environmental Services.

Section 10 - Inclement Weather

Unit members shall be paid only for those inclement weather days when they report to work. When roads are closed by the authorized authority, workers will not be expected to report to work but will be compensated at their regular rate. Snow removal and other crews reporting to work when roads are so closed will receive extra compensation in accordance with past practice.

Section 11 - Timekeeping

The District reserves the right to install electronic timekeeping equipment and/or other electronic systems and to require unit members to document their actual shift beginning and ending times. Unit members will punch in not more than ten minutes prior to the commencement of the shift. Any member punching in more than one minute late for any shift will be docked pay equivalent to the number of minutes late. Members will punch out not earlier than one minute prior to the end of the shift nor later than ten minutes after the close of the shift.

All overtime situations shall require the permission of the office of the Director of Environmental Services, and shall be assigned and paid in accordance with this agreement.

Section 12 - Safety Glasses

The District agrees to reimburse employees up to \$120 per year for safety glasses, if the Director determines that such glasses are required for the employee to provide the essential functions of his/her position. Prior approval by the Director is required.

ARTICLE VII

HOLIDAYS

Section 1 - Basis

<u>Employment Basis</u>	<u>Number of Paid Holidays</u>
12 month	12
10 month	6

Section 2 - Holiday Work

Unit members shall be paid two and one-half (2 ½) times the unit member's regular hourly rate of pay for all work performed on all paid holidays.

ARTICLE VIII

MISCELLANEOUS BENEFITS

Section 1 - Group Life Insurance

- A. A group life insurance plan shall be made available for all full-time (6 or more hours per day) unit members at their cost. Payment must be made through payroll deduction.
- B. Enrollment in this group life insurance plan shall be optional for the unit members.
- C. The insuring company shall be selected by the District, and the plan shall provide life insurance for the subscribing unit member for 100 percent of his or her annual salary, rounded to the next \$1000.

Section 2 - Payment of Organization Dues

All unit members shall have the option of paying their annual dues for the West Irondequoit Maintenance Employees' Organization through payroll deduction.

Section 3 - NYSUT Benefits Trust

Within 90 days of signing this agreement, the district shall initiate enrollment procedures to permit any and all unit members to become members of the NYSUT Benefits Trust. Resulting payroll deductions shall be remitted in accordance with procedures to be agreed upon by the District and NYSUT. The Organization agrees to hold the District harmless from any and all liability which may arise or be alleged to have occurred as a result of the District's implementation of this procedure.

Section 4 - Disability Insurance

The district shall pay up to \$5,500.00 (Five thousand five hundred dollars) in total per year for disability insurance premiums for eligible members.

Section 5 - Smoke-Free Environment

Smoking shall not be permitted in any building or on the grounds of any building, or in any district vehicle, in accordance with Article VII of the Monroe County Sanitary Code in Relation to Smoking in Public Places, Resolution Number 35 of 1997.

ARTICLE IX

VACANCIES

Section 1 - Vacancies

- A. Compliance with Civil Service Rules - All vacancies and promotions for positions of twenty (20) or more hours per week will be filled in accordance with Civil Service Law and the Rules and Regulations of the Monroe County Civil Service Commission. A unit member appointed to a vacant position shall be placed in that position within ten (10) days of the date of the Board of Education appointment.
- B. Local Posting - All position openings shall be posted for seven (7) work days prior to the time that the District acts to fill the position. For vacancies occurring during the summer, unit members who are interested will leave self-addressed stamped envelopes in order to be notified of all promotions and vacancies within the unit. A copy of all letters of appointment to unit positions shall be provided to the Organization president within one week of the date of that letter.
- C. Employee Bulletin Boards - The District will provide a bulletin board for Organization use in each facility where more than one (1) unit member is employed.

Section 2 - Transfers

The District may temporarily transfer unit members for up to a maximum of thirty (30) days unless extended by mutual agreement of the District and the Organization.

When a unit member is assigned by his/her supervisor to a higher-rated position, that member shall be paid at the entry rate for the higher rated position. In those cases where the entry rate for the temporary position is equal to the member's current rate, the member shall be paid his/her current rate plus a five (5) percent differential.

Section 3 - Job Description

Within ten (10) days of hire or transfer, a unit member shall be provided with a copy of the job description which the District has filed with Monroe County Department of Civil Service for the position said member is being hired/transferred to occupy. Within thirty (30) days of the signing of the Agreement, all current members shall be provided with a copy of the Civil Service job description for their current position.

ARTICLE X

SICK LEAVE

Section 1 - Unit Members Hired Before July 1, 1984

All regularly employed ten (10)- or twelve (12)-month unit members will be allowed ten (10) days (based on the number of hours of the member's regular work day) of personal sick leave at full pay during each fiscal year (July 1 - June 30). This ten (10) day allowance is not cumulative.

After completion of one (1) full year of employment in the District, each regularly employed unit member shall be allowed during each fiscal year the ten (10) days referred to above plus two (2) days of personal sick leave at full pay for each month of additional regular employment in the District to a maximum of 150 days.

Section 2 - Unit Members Hired After July 1, 1984

Unit members hired on a permanent basis after July 1, 1984, will be allowed ten (10) days of personal sick leave at full pay during each fiscal year. After one year, the unit member shall receive two (2) days of personal sick leave at full pay for each month of additional regular employment. Sick leave allowances are cumulative to a maximum of 150 days.

Upon completion of eight full years of District employment, unit members employed on a ten-month basis shall be eligible for 35 days of extended sick leave at full pay for illness of prolonged nature. Twelve-month staff shall be eligible for 50 days of extended sick leave for illness of a prolonged nature. Such extensions shall be subject to the approval of the Superintendent of Schools.

Section 3 - Pro Rata Allowances

Unit members employed after the beginning of the fiscal year will be allowed sick leave at full pay on a pro rata basis to the beginning of next fiscal year.

ARTICLE XI

PERSONAL LEAVE

Section 1 - Personal Absence

Subject to the approval of the Superintendent of Schools, all regularly employed ten (10)- or twelve (12)-month unit members may be allowed up to five (5) days absence with full pay for personal reasons, excluding recreation, during each fiscal year. Unit members employed after the beginning of the fiscal year will be allowed compensated personal absence on a pro rata basis to the beginning of the next fiscal year. Absence for personal reasons will not be cumulative.

Section 2 - Discussion With Supervisor

Any regularly employed ten (10)- or twelve (12)-month unit member who desires time off for personal reasons shall discuss the matter with his/her immediate supervisor at least 48 hours prior to his/her absence. Special consideration will be given in instances when it is not possible for a unit member to anticipate the absence 48 hours in advance, such as family illness, death in the family, funerals, or special emergency situations.

Section 3 - Pro Rata Allowances

Unit members employed after the beginning of the fiscal year (July 1) will be allowed personal absence with pay on a pro rata basis to the beginning of the next year as follows:

<u>Employment Date Days</u>	<u>Number Personal Absence</u>
July 1 through October 31	5
November 1 through December 31	4
January 1 through February 28 (29)	3
March 1 through April 30	2
May 1 through June 30	1

Section 4 - Reasons

In accordance with Section 1 above, absence for personal reasons, to a maximum of five (5) days, may be recognized under the following conditions:

- A. Personal legal affairs: e.g. closing on a home purchase, adoption proceedings.
- B. Up to a full day shall be granted for moving.
- C. Transportation of a college undergraduate of the immediate family* to or from college at the beginning and/or closing of the school year.
- D. When other arrangements are not possible (summer, vacation, weekend), interview visits to colleges or universities with high school senior son or daughter.
- E. Granting of a college degree to the staff member or any member of the immediate family*.
- F. Religious observance.
- G. Member of wedding party requiring no more than one day absence.
- H. Two days shall be allowed any member whose son or daughter is married.
- I. When other arrangements are not possible, marriage of a member of the maintenance staff during the school year.

- J. Any male member of the staff will be allowed up to two (2) days absence at the birth of his child.
- K. Illness in the immediate family*.
- L. Attendance at the funeral of a close friend or relative. Attendance is limited to one (1) day per occurrence.
- M. Medical appointments which cannot be scheduled outside regular working hours. Attendance is limited to time required for the appointment.
- N. In an instance where the unit member does not wish to have the reason for a personal leave day with pay to be a matter of written record, he/she may request one (1) personal leave day with pay per year for a private matter providing that, (#1) the immediate supervisor is apprised in advance of the nature of the private matter, (#2) such private matter is among the approvable reasons for personal leave with pay as stated herein, (#3) that the date of such day of personal leave is not a work day immediately preceding or following a school recess period or paid holiday.
- O. A request, which in the opinion of the supervisor is questionable, may be brought to the attention of the Assistant Superintendent for Business/Personnel for action.
- P. Up to one (1) day will be allowed for the granting of a vocational school degree or diploma.
- Q. Up to one (1) day will be allowed to attend the graduation of a son or daughter receiving a military service graduation.
- R. Attendance at a school sanctioned activity that requires a parent's presence.

* Immediate family shall be construed to mean husband, wife, mother, father, brother, sister, daughter, son.

Section 5 - Bereavement Leave

In cases of death in the immediate family (defined as mother, father, sister, brother, wife, husband, child, relative living with the family, or someone who has served as the unit member's legal guardian), the member will be allowed the number of days absence required up to a maximum of five (5) calendar days per death without deduction of salary. In the case of death of the member's grandparents, mother-in-law, or father-in-law, the member will be allowed the number of days absence required up to a maximum of three (3) calendar days without deduction of salary.

ARTICLE XII

GRIEVANCE PROCEDURE

Section 1 - Definitions

- 1.1 A "grievance" shall mean any claimed violation, misinterpretation or inequitable application of the provisions of this agreement.
- 1.2 "Unit Member" shall mean an individual member, or group of members of the organization.
- 1.3 "Organization" shall mean the West Irondequoit Maintenance Employees Organization.

Section 2 - Time Limits

No written grievance will be entertained, and such grievance will be deemed waived, unless a written grievance is forwarded at the first available stage within twenty (20) work days after the unit member knew or should have known of the act or condition on which the grievance is based.

Section 3 - Procedure

Step 1 - Supervisor

The unit member shall informally discuss the matter with his/her immediate supervisor before the submission of a written grievance. The member will indicate to the supervisor that a grievance is under discussion by stating: "This is a grievance." The member may be represented by a representative of the organization. If the matter is not resolved in the informal discussion, within three (3) work days of such discussion the member may continue the grievance by submitting the grievance in writing. Within five (5) work days of the submission of the formal written grievance, the Supervisor shall give the member a written answer. A copy of the answer shall be given to the Organization.

Step 2 - Superintendent

If the grievance is not resolved at Step 1, the grievant or his/her representative may, within five (5) work days after the written response to Step 1 has been received, submit the grievance in writing to the Superintendent of Schools. Within ten (10) work days of the submission of the written grievance, the Superintendent or his designee shall set up a conference with the grievant and his/her representative to discuss the grievance in an attempt to resolve it. If the unit member is not represented by the Organization, the Superintendent or his designee shall notify the Organization of the conference. The Organization shall be entitled to be present at the conference and to state its views of the grievance. The Superintendent or his designee shall furnish the grievant and/or the organization his written decision within fifteen (15) work days of the conference.

Step 3 - Arbitration

- A. If the Step 2 written decision is not satisfactory to the Organization, the Organization may submit the matter to arbitration within ten (10) work days of the receipt of the decision. If no decision is received by the Organization within the response time specified in Step 2, the Organization may submit the matter to arbitration within ten (10) work days after the expiration of the response time specified in Step 2.
- B. The Organization may initiate arbitration by filing a written demand for arbitration with the American Arbitration Association within the time limits specified in Step 3 A. A copy of the demand must be sent to the Superintendent of Schools at the same time. Both parties will have ten (10) work days to decide on a mutually acceptable arbitrator before the Organization files with AAA.

The demand for arbitration shall contain a brief statement of the matter(s) the Organization seeks to have arbitrated and brief statement of the remedy sought.

- C. The arbitrator shall be selected by the parties in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association. The arbitration hearing shall be held in the West Irondequoit Central School District.

The arbitrator shall have no power to alter, amend, add to or subtract from the terms of this agreement. He/she shall have no power to render a decision which is violative of this agreement or contrary to statutory or decisional law.

The decision of the arbitrator shall be in writing and rendered not later than thirty (30) days after the close of the hearing.

The decision of the arbitrator shall be binding. Fees and expenses of the arbitrator shall be shared equally by the Organization and the District.

Section 4 - General Practices

- A. Time limits in the grievance procedure may be extended or shortened by the mutual consent of the parties. However, it is understood that the purpose of this procedure is to resolve grievances as quickly and equitably as possible.
- B. Use of this grievance procedure by a unit member or the Organization on matters concerning the terms of this agreement shall constitute a waiver by the member or the Organization of the use of any other forum, which might otherwise be available.
- C. The parties will attempt to hold conferences at a time when they do not disrupt the normal work operations of the district. If such grievance conferences are held during the work day, the grievant and unit members entitled to be present (not to exceed three (3) at any one time) shall be excused with pay for that purpose.

- D. If at any step in the grievance procedure the written responses to a grievance are not issued within the time required by the agreement or if no response is forthcoming by the expiration of such time limits, the grievance shall be deemed to be denied and the grievant may proceed to the next step in the grievance procedure.

ARTICLE XIII

DISCIPLINARY PROCEDURE

Section 1 - Right to Appeal

Any regularly employed unit member with two or more years of continuous District service who is dismissed or suspended without pay may appeal such dismissal or suspension without pay through the grievance procedure. The submission of a dismissal or suspension without pay to arbitration shall constitute a waiver by the member and Association of any other forum or agency, which might be available to challenge such dismissal or suspension.

ARTICLE XIV

SENIORITY, LAYOFF AND RECALL

Section 1 - Definition of Seniority

Seniority is defined as the length of continuous full-time (30 hours or more per week) service with the District within classification and commencing with the most recent date of hire.

Section 2 - Layoffs

Layoffs resulting from abolition of positions or reduction in force will be determined by the District on the basis of retaining the most competent unit members based on job performance and job skills. In the event the District determines that the decision to reduce staff or abolish positions involves more than one (1) member and that both (or more) members are deemed equal in job performance by the District, the least senior individual(s) will be laid off first.

Section 3 - Recall

An individual who is laid off may be recalled within one year of such layoff if a job for which the district deems the laid off unit member to be qualified becomes available.

Section 4 - Seniority Lists

Seniority lists will be provided to the Organization president annually on July 1.

ARTICLE XV

CONFERENCE TIME

Section 1 - Allowance

The District shall grant leave with pay for two (2) unit members to attend the annual NYSUT School Related Personnel conference. Request for such time must be given to the Assistant Superintendent for Business/Personnel at least two (2) weeks prior to such conference. The maximum number of days allowed for this conference time is two (2) days. If the two (2) unit members who attend the conference are from the same worksite, the Director of Environmental Services must approve the absence if such dual absence from the same worksite impacts on proper maintenance or district operations.

ARTICLE XVI

JURY DUTY AND COURT ATTENDANCE

Section 1 - Pay for Jury Duty

All regularly employed ten (10)- or twelve (12)-month unit members who are called for jury duty (including examination for jury duty) will receive full pay for the time served.

Section 2 - Pay for Court Appearance

Any unit member who is subpoenaed to appear in court will receive full pay during such attendance.

ARTICLE XVII

HOSPITAL - MEDICAL INSURANCE

Section 1 - Active Service Unit Member

- A. Effective July 1, 2000 all eligible unit members (six hours or more per day in job titles covered by this agreement) are eligible for individual or family membership in Blue Choice Select, which is the base plan for the district. The district will contribute 100% of the premium for the base plan. If a unit member wishes to have Blue Choice Extended, Preferred Care, Preferred Care Community, or Preferred Blue Million (including 80/20 x-ray, full outpatient and maternity riders) the unit member will pay the full difference in cost if the chosen plan is more expensive than the district base plan.
- B. Effective July 1, 2000 for unit members employed as of June 30, 2000 or earlier, unit members participating in the district health insurance plan will have \$301 (for 2-person or family plans) or \$150 (for single plans) made available in a 105 benefit plan on an annual basis.

Section 2 - Retired Unit Members

- A. (1) The District pays the full cost of Blue Choice Select, as when the employee was active (defined above) for unit members (defined above) who have completed at least fifteen (15) years of full-time service in the District and have retired under the provisions of the New York State Employees Retirement System. Exceptions may be made by the Board of Education for non-teaching members who have elected not to become members of the New York State Employees Retirement System. Members hired after October 1, 1993, shall continue to pay ten (10) percent of premiums.

The District pays the full cost of medical insurance under Medicare for such retired unit member and their spouse. The above provisions apply to spouses of deceased unit members, who have met these requirements, except in cases of divorce prior to death of retired unit member, or remarriage of spouse of deceased unit member.

- A. (2) The coverage as provided in A (1) above shall be provided by Rochester BlueCross BlueShield. Effective July 1, 1986, the District and the Association agree to provide the coverage through the Rochester Area School Health Plan (Plan).
- (3) Unit members retiring from the District after five (5) years of service in the District may remain with the District's medical insurance group with the premium to be paid by the member and only if agreeable to the carrier. The mode of such payment to be at the District's discretion.

- B. Claims information filed by a unit member shall be confidential. The District will not attempt to obtain personal identification or other information on claims except that which is currently provided for by law.

On an annual basis, prior to February 1, representatives of the Organization, the Superintendent and the District representative to the Plan Board of Directors will meet and review the District's participation in the Plan.

ARTICLE XVIII

RETIREMENT SYSTEM

Section 1 - Entitlement

Eligible unit members shall be entitled to membership in the New York State Employees' Retirement System.

Section 2 - Designated Plan

Unit members qualified by Section 1 above shall receive plan 1/60, Section 75i and 41j.

ARTICLE XIX

ABSENCE FOR ON-THE-JOB INJURIES

Section 1 - Entitlement

All unit members shall be entitled to income protection for loss of time due to injuries sustained in the course of their employment. The amount of the income protection provided herein shall be in addition to Workmen's Compensation Benefits, but the combined compensation and income protection shall in no case exceed the salary received by the unit member prior to the injury.

The Board of Education shall determine the duration of such income protection and such duration need not equal the duration established by the Workers' Compensation Benefits.

Loss of time for injuries described herein shall not be deducted from the unit member's sick leave allowances.

For all on-the-job injuries, the District may require the unit member to be examined by the District's physician.

ARTICLE XX

HEALTH AND SAFETY COMMITTEE

Section 1 - Membership

Two (2) unit members shall be appointed by the President of the Organization to the District Health and Safety Committee. Committee members shall enjoy all the rights and privileges of other non-administrative committee members.

ARTICLE XXI

JOINT LIAISON COMMITTEE

Section 1 - Purpose and Membership

The parties agree to establish a joint liaison committee consisting of three (3) members appointed by the Association President and three (3) members appointed by the Superintendent of Schools. It shall be the purpose of the Committee to discuss problems in the work place with a view to jointly resolving any differences.

ARTICLE XXII

DURATION

Section 1

The salary provisions of this Agreement shall become effective on July 1, 1999, and shall remain in full force and effect until June 30, 2004.

IN WITNESS WHEREOF, the parties hereto, the Superintendent of Schools for the West Irondequoit Central School District and the President of the Irondequoit Maintenance Employees' Organization have hereunto affixed their names.

WEST IRONDEQUOIT CENTRAL SCHOOL DISTRICT

Date: 4/14/2000

Signed by: Glenn Wachten
Superintendent of Schools

WEST IRONDEQUOIT MAINTENANCE EMPLOYEES' ORGANIZATION

Date: 3/28/00

Signed by: Gregory C. Rowe
President, West Irondequoit
Maintenance Employees Organization

APPENDIX A

SCALES FOR MAINTENANCE PERSONNEL

	<u>1999-2004</u> <u>Range</u>
<u>SCALE I</u>	
Cleaner	\$7.65 – 16.00
Laborer	
Security Worker	
<u>SCALE II</u>	
Custodial Assistant	9.03 – 17.00
Grounds Equipment Operator	
<u>SCALE III</u>	
Head Grounds Equipment Operator	12.44 – 20.96
Maintenance Mechanic III	
<u>SCALE IV</u>	
Custodian	13.00 – 25.45
Maintenance Mechanic II	
<u>SCALE V</u>	
Maintenance Mechanic I	16.00 – 28.00